

ZB# 96-46

Eileen Coyman

65-1-4

Prelim.

November 25, 1996.

Applicant has paperwork

Fees Paid ① 50.00
② 300.00

Deed & Letters out
Title & 1/2/97

Photos &

Notice to Sentinal 1/8/97.

Public Hearing:

January 27, 1997.

Granted

(area

Refund due

~~\$194.00~~

(Decision Done)

#96-46-Coyman, Eileen

area -

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12553

General Receipt

16082

Jan. 6

1977

Received from Eileen Cayman

\$ 50.⁰⁰

Fifty ⁰⁰/₁₀₀

DOLLARS

For ZBA # 96-46

DISTRIBUTION:

FUND	CODE	AMOUNT
CR # 998		50. ⁰⁰

By

Dorothy H. Hansen

Town Clerk

TITLE

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Coyman, Eileen

FILE # 9-46

RESIDENTIAL: \$ 50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE

\$ 50.00 paid
check # 998
1/6/97

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES

\$ 300.00
Paid 1/6/97
ch # 997

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 11/25/96 - 5 pages \$ 22.50
2ND PRELIM. MEETING - PER PAGE 11/27/97 - 3 pages \$ 13.50
3RD PRELIM. MEETING - PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$

TOTAL \$ 36.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 11/25/96 \$ 35.00
2ND PRELIM. \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING \$
PUBLIC HEARING \$

TOTAL \$ 70.00

MISC. CHARGES:

TOTAL \$ 106.00

LESS ESCROW DEPOSIT . . . \$ 300.00
(ADDL. CHARGES DUE) . . . \$
REFUND DUE TO APPLICANT . \$ 194.00

(ZBA DISK#7-012192.FEE)

In the Matter of the Application of

EILEEN COYMAN

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE**

#96-46.

WHEREAS, EILEEN COYMAN, 408 Mt. Airy Road, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for an 18 ft. rear yard variance for an existing deck located at the above residence in an R-3 zone; and

WHEREAS, a public hearing was held on the 27th day of January, 1997 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared before the Board for this proposal; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property which is the subject of this Application is a residential property located in a neighborhood of residential properties.

(b) This deck placed on the house was placed there to replace a deck which existed at the time Applicant purchased the house and which subsequently became unsafe.

(c) Other homes in the area have similar sized decks.

(d) The deck interferes with no drainage, course of drainage or water course; causes no standing water.

(e) An doorway entrance/exit to and from the house opens directly onto the deck. This entrance is far enough above the ground so that without a deck a person exiting this doorway would likely fall a considerable distance to the ground and would likely sustain serious injury.

(f) The deck is substantially constructed and it would be difficult and unfeasible to move or change.

(g) There are no apparent safety hazards in the construction of the deck.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted due to the peculiar nature of the property and that the location of the existing structure will enhance rather than detract from the value of the property.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but should be allowed for the reasons set forth in the paragraphs above.

6. The benefit to the Applicant, if the requested variance is granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT an 18 ft. rear yard variance for an existing deck located at the above residence, in an R-3 zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented

at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: March 24, 1997.


Chairman

Approved: Patricia C. Bankhart
ZBA.

Eileen T. Coyman
408 Mt. Airy Rd.
New Windsor, NY 12553

0997

28-7003/2213
24

Pay to the Order of Town of New Windsor \$ 300.00
Three hundred 00/100 Dollars



ALBANK

Route 32 & Old Temple Hill Road
Valley Forge, NY 12584

For check # 28A-96-46

Eileen T. Coyman

⑆221370030⑆

24 05713 5# 0997



© Charles American

Paypoint® WFO

© Charles American

⑆221370030⑆ 24 05713 5# 0997

For check # 28A-96-46

ALBANK
Route 32 & Old Temple Hill Road
Valley Forge, NY 12584



Dollars

Pay to the Order of Town of New Windsor \$ 50.00
50 00/100

28-7003/2213
24

0998

1-6-1997

Eileen T. Coyman
408 Mt. Airy Rd.
New Windsor, NY 12553

Date 2/10/97, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr DR.
New Windsor Ny 12553

DATE			CLAIMED	ALLOWED
1/27/97	Zoning Board Mtg		75 00	
	MISC - 2			
	UGR - 7			
	Pietrzak - 3			
	Pizzo - 3			
	AF&F - 7			
	Beddings - 17			
	Coyman - 3 ✓ 13.50			
	Lam 3		202 50	
	45 pp			
			277 50	

COYMAN, EILEEN

MR. NUGENT: Request for 18 ft. rear yard variance for exiting deck at 408 Mt. Airy Road in R-3 zone.

Ms. Eileen Coyman appeared before the board for this proposal.

MR. NUGENT: Let the record reflect that there is no one in the audience. Explain to the board what you said when you were here for your preliminary hearing.

MS. COYMAN: From the edge of the deck back I guess it has to be 50 feet, there isn't 50 feet from the edge of the house back but there's about, the deck is actually two feet closer to the edge of the property. There was a deck there originally when we bought the house but it wasn't on the survey when we bought it, we extended over and Pat has a picture of it. So we need an area variance.

MR. KANE: Do other homes in your area have similar style and size decks?

MS. COYMAN: They are all different, some have wrap-arounds around the house.

MR. KANE: But similar size wise?

MS. COYMAN: Yes.

MR. KANE: In building the deck and putting it there, have you created any drainage problems or runoff, any change to the environment?

MS. COYMAN: No.

MR. KANE: Any safety hazards whatsoever?

MS. COYMAN: No.

MR. TORLEY: I see your neighbors obviously have no objection.

MS. COYMAN: No.

MR. KRIEGER: Now, there's an entrance to that, to the house itself that opens on to the deck and if I interpret this what I see in this particular picture correctly if the deck were not there there would be a considerable drop between the exiting house and the ground?

MS. COYMAN: Yes.

MR. KRIEGER: Probably a significant drop, almost certainly to cause injury?

MS. COYMAN: Yes.

MR. KANE: And you put this deck on yourself?

MS. COYMAN: Yes.

MR. KANE: And even though it's kind of a self-created hardship here, it would be financially unfeasible to change it at this point?

MS. COYMAN: Oh, yes.

MR. KRIEGER: You say there was a deck on there and this replaced it?

MS. COYMAN: Yes.

MR. KRIEGER: The deck that was on there, was it old and weathered in any way?

MS. COYMAN: Yeah, it was built in '66.

MR. TORLEY: So it exceeded its useful life span and becoming hazardous?

MS. COYMAN: Yes.

MR. KANE: No further questions.

MR. REIS: Accept a motion?

MR. NUGENT: Yes.

January 27, 1997

41

MR. REIS: Make a motion that we grant Eileen Coyman her requested variance for the deck at 408 Mt. Airy Road.

MR. KANE: Second it.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

Prelim.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: NOVEMBER 25, 1996

APPLICANT: EILEEN COYMAN
408 MT. AIRY ROAD
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED:

FOR (BUILDING PERMIT): EXISTING DECKS (12FT. X 12FT. (12FT. X 12FT.))

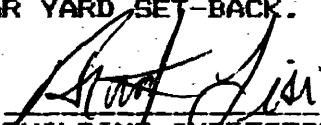
LOCATED AT: 408 MT. AIRY ROAD

ZONE: R-3

DESCRIPTION OF EXISTING SITE: SECTION: 65, BLOCK: 1, LOT: 4
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. EXISTING DECKS DO NOT MEET MINIMUM REAR YARD SET-BACK.


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-3 USE 8-6		
REQ'D REAR YD. 50FT. 32FT. 18FT.		

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

L

①

٧١

rear yard 50'

City
P/o

SEE SECTION 76
1" = 100'

C. N. G. & E. UTILITIES

31) Permit 1400
#C/O
#41-31

RECEIVED NOV 1 8 1996

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

\$ 50

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Eileen T. Cojman Lyle K. Cojman Sr.

Address 408 Mt. Aray Rd Phone 914-567-1883

Mailing Address New Windsor NY 12553

Name of Architect _____

Address _____ Phone _____

Name of Contractor _____

Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer. _____

FOR OFFICE USE ONLY

Building Permit #

8099

1. On what street is property located? On the East side of Mt Arty Road New Windsor
(N, S, E or W)
and 1 1/2 miles feet from the intersection of St 34
2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N ☒
3. Tax Map Description: Section # 65 Block # 1 Lot # 4
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 - a. Existing use and occupancy _____
 - b. Intended use and occupancy Deck
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ ~~Removal~~ ☐ Demolition ☐ Other ☒ Deck
6. Is this a corner lot? No 5 LISTING 14x14 Deck (2)
14x14 Connected decks
7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____
8. If dwelling, number of dwelling units: Single Dwelling Number of dwelling units on each floor _____
 Number of bedrooms 4 Baths 2 Toilets 2
 Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
 If Garage, number of cars 2
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost approx \$1500 Fee (750)
(To be Paid on this Application)
11. School District Coenacott

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith exclusive of the cost of the land. If final cost shall exceed estimated cost an additional fee may be required before the issuance of Certificate of Occupancy.

11/2/11

11/20/96
12/14/96

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi, Ernst Schmidt
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 564-4618 563-4618
(914) 563-4693 FAX

Bldg Insp Examined [Signature]
Fire Insp Examined _____
Approved X
Disapproved _____
Permit No. _____

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☐

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

[Signature]
(Signature of Applicant)

408 Mt Arty Rd New Windsor NY
(Address of Applicant)

12553

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.

418 MTAIRY R11

RECEIVED NOV 20 1996

VEY

DS TO BE CONVEYED TO

E COYMAN & EILEEN COYMAN

N OF NEW WINDSOR

NGE COUNTY, NEW YORK

LE (1"=40' - JANUARY 1983

ANTHONY COPPERELL
ALICE COPPERELL
LIBRE 1746
PAGE 76

STONEWALL

S 81° 30' E - 203.00'

AREA = 0.601 ± ACRE

PIPE
FOUND

KNITZ
LIBRE 1127
PAGE 81

TAX MAP DATA

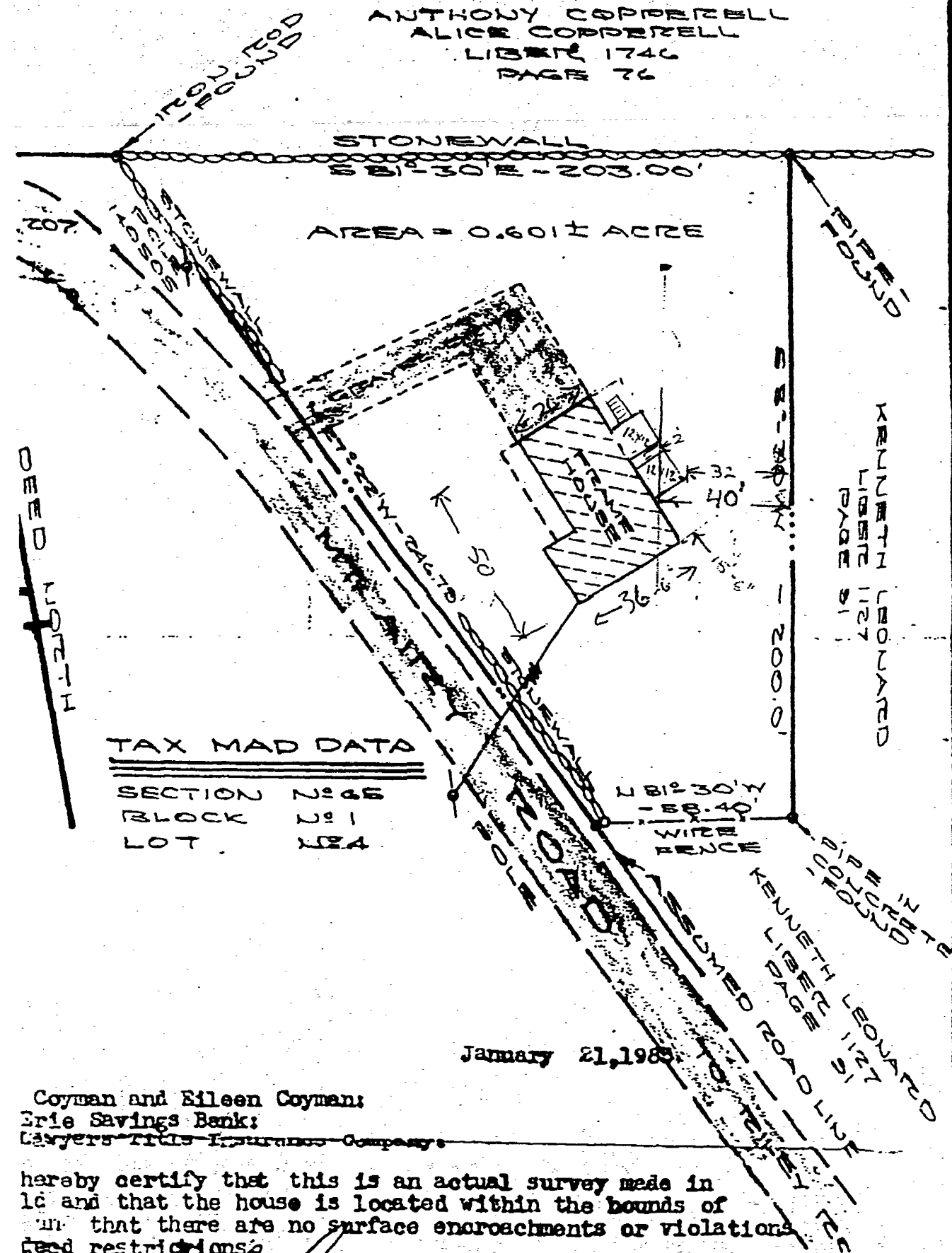
SECTION N 65
BLOCK N 1
LOT N 24

N 81° 30' W
- 88.40'
WHITE
FENCE

PIPE
FOUND
KENA

TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK
SCALE 1"=40'-JANUARY 1983

ANTHONY COPPERELL
 ALICE COPPERELL
 LIBERTY 1746
 PAGE 76



ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Eileen Coymen

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

-----x
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On Jan. 7, 1997, I compared the 19 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
7th day of January, 1997.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1997

(TA DOCDISK#7-030586.AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

19

December 16, 1996

Eleen T. Coyman
408 Mt Airy Rd
New Windsor, NY 12553

RE: Tax Map Parcel: 65-1-4

Dear Mrs. Coyman:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$35.00, minus your deposit of \$25.00.

Please remit the balance of \$10.00 to the Town Clerk's Office.

Sincerely,

L. Cookled.
LESIE COOK
Sole Assessor

/cd
Attachments

cc: Pat Barnhart, ZBZ

Pirnik, George & Helen
c/o Kim Pirnik
400 Mt. Airy RD
New Windsor, NY 12553

Mante, Carl M & Carol A
RD2 Mt. Airy RD
New Windsor, NY 12553

Bradley, Thomas E & Rose Marie
RD 2 Mt Airy RD
New Windsor, NY 12553

Decker, Patricia
12 Morotta Dr.
New Windsor, NY 12553

Marotta, Debra L
Box 307B RD 2
Mt Airy RD
New Windsor, NY 12553

Bartunek, Thomas & Diana
Mt. Airy Rd
New Windsor, NY 12553

The Church of Jesus Christ of
Latter Day Saints
50 East North Temple
Salt Lake City, Utah 84150

Leonard, Kenneth & Della B
2024 17th St.
Lubbock, TX 79401

Doering, Marjorie J
North Drury Lane MD 32
Newburgh, NY 12550

Collopy, William J & Patricia C
427 Mt. Airy Rd
New Windsor, NY 12553

Yeaton, William & Joan M
423 Mt. Airy Rd
New Windsor, NY 12553

Cassidy, John E & Mary T
RD 2 Mt Airy Rd
New Windsor, NY 12553

Orzo, Joseph
1257 Anclote Road
Tarpon Springs, Fl 34689

Fouvy, Robert & Carol Perline
409 Mt. Airy Rd

New Windsor, NY 12553

Weygant, Arthur F JR & Carol
RD 2 Mt Airy RD
New Windsor, NY 12553

Doering Kim A
RD #2 Box 310
Mt. Airy Rd
New Windsor, NY 12553

Valdina, Frank J III
389 Mt. Airy Rd
New Windsor, NY 12553

Sesame Estates, Inc.
440 Washington Street
Orange, NJ 07050

I & P Associates
440 Washington St
Orange, NJ 07050

✓ Pls. publish immediately. Send bill to Applicant at below address.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 46

Request of Eileen Coymen

for a VARIANCE of the Zoning Local Law to permit:

Existing Decks w/ insufficient rear yard;

being a VARIANCE of Section 48-12-Table of Use/Bulk
Reqs. - Col. G

for property situated as follows:

408 Mt. Airy Road, New Windsor, N.Y. 12553

known as tax lot Section 65 Block 1 Lot 4.

SAID HEARING will take place on the 27th day of January,
1997, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

James Nugent
Chairman

By: Patricia A. Barnhart, Secy.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS
APPLICATION FOR VARIANCE

96-46.

Date: 11/25/96

- I. Applicant Information: Home 567-1883 (work) 914-562-5644
- (a) Eileen I. Colman 408 Mt. Aray Rd New Windsor NY 12553
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-3 408 Mt Aray Rd New Windsor 65-1-4 .601 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? Church
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 1983
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? YES
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes No .

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk, Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area	_____	_____
Min. Lot Width	_____	_____
Reqd. Front Yd.	_____	_____
Reqd. Side Yd.	_____	_____
Reqd. Rear Yd.	<u>50 ft</u>	<u>30 ft</u>
Reqd. Street Frontage*	_____	<u>20 ft</u>
Max. Bldg. Hgt.	_____	_____
Min. Floor Area*	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

Describe why you believe the ZBA should grant your application for an area variance:

Deck was constructed @ house in 1966 prior to
zoning laws. property was inspected in 1983 and C/o
15542

(You may attach additional paperwork if more space is needed)

X VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law,
Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation.

(a) Interpretation requested of New Windsor Zoning Local Law,
Section _____, Table of _____ Regs.,
Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

RICHARD W. HARDEN
Notary Public, State of New York
Qualified in Orange County
Reg. # 4513478
Commission Expires November 30, 1997
Richard W. Harden

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

Date 11/28/96, 19.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Frances Roth 147 Sycamore Dr DR.

New Windsor Ny 12553

DATE		CLAIMED	ALLOWED
1/24/66	Zoning Board Mtg	75.00	
	Misc - 3		
	Demboff - 2		
	Bedding - 6		
	Cayman - 5 22.50.		
	KLOG - 4		
	<u>20</u>	<u>90.00</u>	
		165.00	

COYMAN, EILEEN

MR. NUGENT: Request for 18 ft. rear yard variance for existing deck located at 408 Mt. Airy Road in an R-3 zone.

Ms. Eileen Coyman appeared before the board for this proposal.

MR. NUGENT: You're on.

MS. COYMAN: Okay, it was when we bought the house in '83, an existing deck we added to the side of it, I have been told that there isn't enough room between the end of the property in the back where the deck is. We're now selling the house, okay, and it's now come up I had a C.O. in '83 that it wasn't a problem but it didn't show up on the survey, they said in '83 it wasn't necessary to put it on survey.

MR. LANGANKE: Did you create this hardship, did you add on to the deck, you said, or did you add the portion that is in violation?

MS. COYMAN: No, to the side where it's the shortest where the deck was originally.

MR. LANGANKE: When you bought the house there was a deck there?

MS. COYMAN: Yes.

MR. NUGENT: Did you look at the lot, it's a very funny shaped lot, right?

MS. COYMAN: Yes.

MR. TORLEY: So as I'm looking at your map of the lot, the southern deck, if you want to use that term that was the one that was there before and you added a deck to the north of that?

MS. COYMAN: Yes, the one closest to the driveway.

MR. TORLEY: From the sketch, Mike, it's the southern,

if you use that term southern deck that encroaches on the rear yard?

MR. BABCOCK: Yes.

MR. TORLEY: That was there when they bought the house.

MR. NUGENT: Would you come up here and explain to me what they are trying to get out of you?

MS. COYMAN: This was here.

MR. NUGENT: That was existing when you purchased the house?

MS. BARNHART: That is the deck to the rear of the house.

MS. COYMAN: Yes, we, when we purchased the home, this was not, but they are saying there isn't enough room here for the variance.

MR. NUGENT: There never was.

MS. COYMAN: No, I know that, that is why they say I went to the assessor's office, I saw today and it does show a deck back there but apparently there's no initials from the date they said on the front so they can't determine that it was there.

MR. NUGENT: Why is it 18 feet instead of eight feet, it's 40 feet rear yard?

MR. BABCOCK: It's a 50, this is an R-1 zone, Mr. Chairman, oh, it's an R-3 zone, excuse me, it's R-3 zone. It's a 50 foot requirement. I don't even believe the corner of the house is 50 foot from the property line.

MR. NUGENT: Probably isn't.

MR. TORLEY: When was the house built?

MS. COYMAN: 1966.

MR. TORLEY: Mike, if the house is built in '66 and it therefore predates zoning as long as that corner of the deck was not closer to the back side to the corner of the house, it would be okay, wouldn't it?

MR. BABCOCK: That is correct.

MR. TORLEY: You might want to recheck your measurements because we're saying if the corner of your house is actually closer to the back line than the corner of that deck, then if I am understanding Mike correctly, you're out of here, you don't have to worry about it.

MS. COYMAN: If the corner of the house is as close--

MR. TORLEY: Or closer.

MS. COYMAN: --to that point of the back from the deck?

MR. LANGANKE: Come on over here, let him show you.

MR. BABCOCK: That is correct. At that point, the scale shows that the house at the point of the deck is 40 feet and the deck goes out 12 foot but it's the angle and the deck would be 32 feet, that is scaling it. Is there a new survey being prepared for this house?

MS. COYMAN: No, the woman buying the house wanted to use this survey so she did not do that.

MR. TORLEY: If you can find the back line.

MR. LANGANKE: Do you know where the boundary is?

MS. COYMAN: I have found everything but that one pin that says it's in the ground, pipe in concrete found over in the corner here.

MR. TORLEY: Good luck.

MS. COYMAN: I never found that, it's in the woods somewhere.

MR. TORLEY: We're trying to save you a few bucks.

MS. COYMAN: I have an appraisal that had pictures of the deck with the deck there and everything and I have all my insurance that I paid but the very first one is basic which is the first one so I have been trying to find everything I can.

MR. NUGENT: I think we're expediting the matter, I think we should set Eileen Coyman up for a public hearing, if she has the facts and figures that we have asked her for, then she doesn't have to come back.

MR. KRIEGER: Did you hear what he said to the last applicant, if you set it up, it confers on you a right not an obligation.

MS. COYMAN: Yes.

MR. TORLEY: I would so move that we set up Eileey Coyman for a public hearing on the requested variances.

MR. REIS: Second it.

ROLL CALL

MR. REIS	AYE
MR. TORLEY	AYE
MR. LANGANKE	AYE
MR. NUGENT	AYE

MS. BARNHART: You have all the paperwork that you need.

MR. LANGANKE: According to the map, it looks really close, close enough to try it, it may save you like \$400 and a lot of aggravation.

MR. KRIEGER: These are the criteria that the state requires that the zoning board must consider in an application so if you would address yourself to those that would be helpful. Also at the time of the public hearing, I would like to see your deed and your title policy, I don't need copies, I just need to look at them. I will give them right back to you. I would

November 25, 1996

15

prefer to see them at the public hearing.



ABSTRACT
CORP.

C. T. I. ABSTRACT CORP.

AGENT FOR
LAWYERS TITLE INSURANCE COMPANY



176 MAIN STREET, GOSHEN, NEW YORK 10924 • (914) 294-5428 • TOLL FREE 800 942-7130

SERVING: ORANGE, ROCKLAND, SULLIVAN, ULSTER, DUTCHESS, WESTCHESTER AND UPSTATE COUNTIES

Number	Date	Insurance	
92 BG 335 272 (BC 353 922)	May 8, 1992	ORANGE COUNTY	Mtg \$ 125,000.00 Fee \$
TITLE VESTED IN: Lyle and Eileen Coyman		1. MORTGAGE INSURANCE (\$) 532.00	
INSURED, FEE:		2. FEE INSURANCE (\$)	
INSURED, MTG.: (3) Warwick Savings Bank		3. SURVEY INSPECTION 95.00	
PREMISES: (IF DESCRIPTION IS LENGTHY, ATTACH A SEPARATE SHEET)		4. MUNICIPAL SEARCHES TAX 65.00	
408 Mt. Airy Rd. 65 - 1 - 4 New Windsor		5. MISC. CHARGES	
ADDRESS		RECORDING CHARGES:	
Bank Attorney: Beattie & Krahulik, P.O. Box 391 2 Bank St., Wariwck, NY 10990		() DEEDS	
REMARKS		() MORTGAGES	
Applicant to get own municipals <u>Order</u> : Personal Inps		() MORTGAGE SATISFACTION	
		() POWER OF ATTORNEY	
		() MORTGAGE ASSIGNMENT	
		() B/L AGREEMENT	
		(2) P.h. Up Charge	
		()	
		TRANSFER TAX	
		MORTGAGE TAX	
		MORTGAGE TAX	
		SURVEYORS FEE	
		ESCROW RETAINER PAID \$175.00	
		TOTAL	
APPLICANT FEE TEL.		SELLER'S ATTORNEY	
Mr. and Mrs. M. Coyman*** 408 Mt. Airy Rd. New Windsor, NY 12553 564 7253		CLOSER	
		DATE	
<p>****When closing has been scheduled please contact this office.</p>			
Report on	Discount \$	DISCOUNT	
Copies	Prior Insurer	M/F \$	
Closing		/ /	

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES, ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED. SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS.

WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

VERY TRULY YOURS.



ABSTRACT
CORP.

C. T. I. ABSTRACT CORP.

AGENT FOR
LAWYERS TITLE INSURANCE COMPANY

176 MAIN STREET, GOSHEN, NEW YORK 10924 • (914) 294-5428 • TOLL FREE 800 942-7130



SERVING: ORANGE, ROCKLAND, SULLIVAN, ULSTER, DUTCHESS, WESTCHESTER AND UPSTATE COUNTIES

Number 92 BG 335 272 (BC 353 922)	Date May 8, 1992	Insurance ORANGE COUNTY Mtg \$ 125,000.00 Fee \$																																													
TITLE VESTED IN: Lyle and Eileen Coyman		<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>1. MORTGAGE INSURANCE (\$)</td><td>532.00</td></tr> <tr><td>2. FEE INSURANCE (\$)</td><td></td></tr> <tr><td>3. SURVEY INSPECTION</td><td>95.00</td></tr> <tr><td>4. MUNICIPAL SEARCHES TAX</td><td>65.00</td></tr> <tr><td>5. MISC. CHARGES</td><td></td></tr> <tr><td>RECORDING CHARGES:</td><td></td></tr> <tr><td>() DEEDS</td><td></td></tr> <tr><td>() MORTGAGES</td><td></td></tr> <tr><td>() MORTGAGE SATISFACTION</td><td></td></tr> <tr><td>() POWER OF ATTORNEY</td><td></td></tr> <tr><td>() MORTGAGE ASSIGNMENT</td><td></td></tr> <tr><td>() B/L AGREEMENT</td><td></td></tr> <tr><td>()</td><td></td></tr> <tr><td>()</td><td></td></tr> <tr><td>TRANSFER TAX</td><td></td></tr> <tr><td>MORTGAGE TAX</td><td></td></tr> <tr><td>MORTGAGE TAX</td><td></td></tr> <tr><td>SURVEYORS FEE</td><td></td></tr> <tr><td>ESCROW RETAINER PAID</td><td>\$175.00</td></tr> <tr><td>TOTAL</td><td></td></tr> <tr><td>CLOSER</td><td></td></tr> <tr><td>DATE</td><td></td></tr> </table>		1. MORTGAGE INSURANCE (\$)	532.00	2. FEE INSURANCE (\$)		3. SURVEY INSPECTION	95.00	4. MUNICIPAL SEARCHES TAX	65.00	5. MISC. CHARGES		RECORDING CHARGES:		() DEEDS		() MORTGAGES		() MORTGAGE SATISFACTION		() POWER OF ATTORNEY		() MORTGAGE ASSIGNMENT		() B/L AGREEMENT		()		()		TRANSFER TAX		MORTGAGE TAX		MORTGAGE TAX		SURVEYORS FEE		ESCROW RETAINER PAID	\$175.00	TOTAL		CLOSER		DATE	
1. MORTGAGE INSURANCE (\$)	532.00																																														
2. FEE INSURANCE (\$)																																															
3. SURVEY INSPECTION	95.00																																														
4. MUNICIPAL SEARCHES TAX	65.00																																														
5. MISC. CHARGES																																															
RECORDING CHARGES:																																															
() DEEDS																																															
() MORTGAGES																																															
() MORTGAGE SATISFACTION																																															
() POWER OF ATTORNEY																																															
() MORTGAGE ASSIGNMENT																																															
() B/L AGREEMENT																																															
()																																															
()																																															
TRANSFER TAX																																															
MORTGAGE TAX																																															
MORTGAGE TAX																																															
SURVEYORS FEE																																															
ESCROW RETAINER PAID	\$175.00																																														
TOTAL																																															
CLOSER																																															
DATE																																															
INSURED, FEE:																																															
INSURED, MTG.: (3)																																															
Warwick Savings Bank																																															
PREMISES: (IF DESCRIPTION IS LENGTHY, ATTACH A SEPARATE SHEET)																																															
408 Mt. Airy Rd. New Windsor		65 - 1 - 4																																													
ADDRESS																																															
Bank Attorney: Beattie & Krahulik, P.O. Box 391 2 Bank St., Wariwck, NY 10990																																															
REMARKS																																															
Applicant to get own municipals Order: Personal Inpsec																																															
APPLICANT FEE TEL.		SELLER'S ATTORNEY																																													
Mr. and Mrs. M. Coyman*** 408 Mt. Airy Rd. New Windsor, NY 12553 564 7253																																															
Report on		Discount \$																																													
Copies		Prior Insurer																																													
Closing		DISCOUNT M/F \$ / /																																													

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES, ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS.

WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

VERY TRULY YOURS,

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Commitment No. ⁹²BG 335272

COMMITMENT FOR TITLE INSURANCE

Issued by
LAWYERS TITLE INSURANCE CORPORATION

Lawyers Title Insurance Corporation, a Virginia corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations on the reverse hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate nine months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, Lawyers Title Insurance Corporation has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.



Lawyers Title Insurance Corporation

By:

Marvin C. Bowling, Jr.

President

Attest:

L.W. Jordan III

Secretary.

C.T.I. ABSTRACT CORP.

Countersigned by:

by: *Edw. W. Thine*
Authorized Officer or Agent

(914) 294-5428

Telephone number:

This Commitment is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this Commitment. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

over

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

WARRANTY DEED AND MORTGAGE CORPORATION

NOT PUBLIC FOR INFORMATION

NATIONAL HEADQUARTERS

WARRANTY DEED AND MORTGAGE CORPORATION

WARRANTY DEED AND MORTGAGE CORPORATION

032813

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE A

1. Effective date: **May 1, 1992**

Commitment No. **728035217**

2. Policy or Policies to be issued:

(a) ☐ Owner's Policy, NYBTU, 100E

☐ ALTA Owner's Policy 1987 (with N.Y. Endorsement Modifications)

Proposed Insured:

(b) ☐ Loan Policy, NYBTU, 100E

☐ ALTA Loan policy 1987 (with N.Y. Endorsement Modifications)

Proposed Insured: **The Warwick Savings Bank,
SUCCESSORS AND/OR ASSIGNS**

(c)

Proposed Insured:

3. Title to the

estate or interest in the land

described or referred to in this Commitment is at the effective date hereof vested in: **LYLE COYMAN AND EILEEN COYMAN, husband and wife, who acquired title by deed from CHARLES MARACEK AND JEAN MARACEK, dated January 28, 1983, recorded January 1, 1983 in Liber 2243 cp. 356.**

4. The land referred to in this Commitment is described as follows: (If not described here, as on page 2 of this Schedule).
SEE ANNEXED DESCRIPTION

Issued at **GOSMEN, NEW YORK**

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE B

The following estates, interests, defects, objections to title, liens and encumbrances and other matters will be excepted from the coverage of any policy or policies to be issued.

1. Defects and encumbrances arising or becoming a lien after the date of the policy to be issued, except as therein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or encumbrances created, suffered, assumed or agreed to by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this Commitment specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, the policy to be issued, unless otherwise excepted in this Commitment, will insure the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise. (No search has been made for financing statements except as may have been ordered and reported separately.)

Note: Items 1 through 6 will not appear in Schedule B of the Policy if this Commitment calls for an ALTA Policy since the matters addressed by these items are provided for elsewhere in said ALTA Policy.

Schedule B of the policy or policies to be issued will further contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

7. If the application is for insurance under a master or blanket policy all items under this Schedule B will be excepted from coverage in the Certificate of Title Insurance to be issued hereon unless disposed of to the satisfaction of the Company on or prior to closing.

8. The identity of parties at the closing of this title should be established to the satisfaction of the closer and the affidavit attached to this certificate filled out, signed and sworn to.

9. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

10. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

12. If the present transaction consists in whole or in part of a conveyance or lease by a corporate grantor or lessor, there must be compliance with Section 909 of the Business Corporation Law. We will require the written consent to such conveyance or lease by all of the holders of the outstanding shares of the said corporation and the instrument on closing should so recite. In lieu thereof the consent of the holders of two-thirds of all of the outstanding shares entitled to vote thereon obtained at a meeting duly noticed and called for the purpose of obtaining such consent in the manner provided for in Section 605 of the Business Corporation Law is required and the instrument on closing should so recite.

If neither of the above is obtained, then, the proofs showing the basis upon which the conveyance or lease is to be made must be submitted to counsel prior to closing.

13. If the present transaction consists in whole or in part of the making of a new mortgage there must be compliance with Section 911 of the Business Corporation Law. We will require a certified copy of the resolution of the board of directors of any corporate mortgagor authorizing the making of said mortgage.

Proof must also be shown that the consent of stockholders of the mortgagor corporation is not required by its certificate of incorporation or amendments thereto for the making of said mortgage.

The mortgage should contain a recital showing that it was made and executed pursuant to the resolution of the board of directors of the mortgagor.

14. If this Commitment requires a conveyance of the fee estate and the contract therefor has not been submitted to the Company, it should be furnished for consideration prior to closing.

(Continued)

DESCRIPTION

ALL that certain tract or parcel of land situate in the Town of New Windsor, in the County of Orange and State of New York, and bounded and described as follows:

BEGINNING at an iron pin at the intersection of two stone walls on the division line between Walter A. Doering and his wife, Marjorie, and Frederick Fayo; thence South 81 degrees 30 minutes East 203.0 feet along said division line and wall to an iron pin set in the wall; thence South 8 degrees 30 minutes West 200.0 feet to an iron pin; thence North 81 degrees 30 minutes West 58.4 feet to an iron pin set in the wall on the East line of the Mt. Airy Road; thence North 27 degrees 22 minutes West 246.79 feet along said road line and wall to the point or place of beginning.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B (Continued)

Commitment No. **881C335272**

15. Proof is required to show that **Lyle Coyman and Eileen Coyman** has(have) not been known by any other name(s) in the 10 years last past. If that(those) person(s) has(have) been known by another name, all searches must be amended and run against such name(s) and title is subject to returns, if any, on such amended searches.
16. Rights of present tenants, lessees or parties in possession.
17. The following mortgages (if not shown on separate page 3 of this Schedule B), taxes and assessments (if not shown on separate page 4 of this Schedule B), easements, conditions, restrictive covenants, judgments, mechanic's liens, other liens, encumbrances, defects and objections to title. (Copies of any restrictive covenants, easements or conditions are attached):
18. Our policy does not insure against taxes, water rates, assessments and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises abut.
19. The exact acreage of the premises herein will not be insured.
20. Survey made by Robert D. Delaney, dated January 21, 1983, shows no encroachments or lot line variations except the following: (1) electric service line running to dwelling; (2) wire fence located along part of the southerly line; (3) stone wall located along the northerly line. Survey inspection dated May 31, 1992 shows: (1) above ground pool and; (2) wood deck all within bounds.
21. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which the premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
22. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy will insure, however, that there are no such easements of record in connection therewith, except as may be shown herein.
23. The mortgage reported herein must be properly disposed of at or prior to closing.
NOTE: If the mortgage to be satisfied is a Home Equity Loan, the Title Company requires the following:
(A) Proof that the Lender has received ten (10) days written Notice prior to the date of closing that the account has been frozen;
(B) All unused checks must be returned at the date of closing to the lender.
24. Grants in Liber 759 cp. 32 Liber 1093 cp. 131 and Liber 1527 cp. 119. Policy insures that the same do not interfere with the use of the dwelling.
25. Covenants and Restrictions in Liber 1567 cp. 252. Policy insures that same have not been violated and that any violation will not result in forfeiture or reverter of title.
26. Municipal searches have been ordered by the applicant; to follow.

- continued -

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE _____ cont'd.

27. Attention is called to the fact that any instrument covering premises in the County of Orange (Local Law 10, 1983) must be endorsed with the Section, Block and Lot of the Tax Map of the City or Town in which the premises are situated before it will be acceptable for recording.

NOTE: The County Clerks require that all documents submitted for recording must be signed in black ink.

NOTE: As of July 31, 1989 the County Clerk will require an additional statutory fee of \$5.00 for all documents to be recorded.

NOTE: New check policy for ORANGE COUNTY as of October 1, 1991:

ALL out of county checks in excess of \$500.00 must be certified.

All starter checks must be certified.

All personal checks must include printed, name, address and telephone number, must be certified over \$100.00.

All out of state checks must be certified.

Cash, money order or certified personal check will be accepted for filing a business certificate or paying fines.

NOTE: This Company has recently suffered considerable delay and expense in recording instruments due to the rejection of uncertified checks by various County Clerks. By reason thereof, any check made payable to a County Clerk in excess of \$1,000.00 must be certified funds.

Schedule _____ Page _____ No. _____

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Commitment No. _____

MORTGAGES

Mortgagor Lyle K. Coyman and Eileen T. Coyman
to

Mortgagee Empire of America F.S.B.

Amount \$ \$50,000.00

Recorded January 31, 1983

Dated January 28, 1983

Liber 1860 mp. 484



CREDIT LINE MORTGAGE

Lyle Coyman and Eileen Coyman ®
to
Key Bank of Eastern New York, N.A.

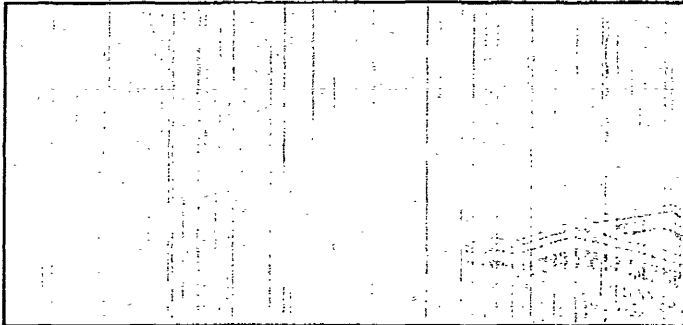
Amount: \$65,000.00
Dated: April 26, 1990
Recorded: May 1, 1990
Liber 3706 cp. 104

NOTE: All the terms and conditions of the mortgage(s) noted herein are not set forth. The applicant should acquaint himself with such facts before closing title.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Diagram of Tax Map



Commitment No. _____

City

Town

Village

Borough

County

Section

Block

Tax Lot

Ward

School Dist.

Volume

Assessed Valuation:

Land \$

Total \$

Assessed in the name of

TAXES, ASSESSMENTS, WATER RATES AND SEWER CHARGES
which are liens on real property

1992 Town of New Windsor
County of Orange

School District: Cornwall

Assessed to: Lyle Coyman and Eileen Coyman

Section 65 Block 1 Lot 4

Assessed Value: Land: \$9,100.00

Full: \$43,700.00

1992 State, County and Town \$1,488.28 PAID 1-30-92

1991/92 School \$1,9085.45 PAID 9-30-91

1991 State, County and Town \$1,437.67 PAID 1-22-91

Sewer and Water, if any - to follow; receipts to be produced

Unless there is a final reading or an up to date receipt presented at closing,
Policy will except all water, sewer and garbage charges.

Recent payments of any open items returned on this tax search may not yet be
reflected on the public records. THEREFORE, PLEASE REQUEST THE SELLER OR
BORROWER TO HAVE THE RECEIPTED BILL AVAILABLE AT THE CLOSING.

This Commitment includes only such unpaid taxes, assessments, water and sewer charges and any open or unredeemed tax sales which are indexed, as of the date of this Commitment, against the above lot on the official tax ledger sheets of the tax office or offices searched. No responsibility is assumed for any error or omission on these sheets, nor for any taxes levied after the date of this Commitment. Proposed assessments reported herein are for information only and no responsibility is assumed by the Company for the accuracy or completeness thereof. If a tax exemption is noted above, same will terminate on the date when premises are conveyed by the certified owner, and the full tax rate will thereupon be reinstated.

NOTE: Some of these items may have been paid, but the payment not officially posted.

**STANDARD FORM
COMMITMENT**

**Lawyers Title
Insurance Corporation**

**NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA**

SCALE 1"=40'- JANUARY 1983

Robert L. DeLoey, P.I.S.
New York License 35,600

In consideration of the sum of One dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, and New York Telephone Company, is hereby acknowledged, the undersigned hereby grants and conveys unto said corporations and either of them, their respective successors, assigns and lessees, an easement and right of way in, upon, over, under and across the lands of the undersigned including the roads and highways thereon and adjacent thereto, situate in the Town of New Windsor, County of Orange, State of New York, along Mt. Airy Rd.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles including cables, wires, cross arms, guys, braces, underground conduits and all other appurtenances or fixtures adapted to the present or future needs, uses and purposes of said corporations, their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon so as to provide a clearance of ... feet from the property of said corporations.

Said easement and line shall extend from the property line of Thomas Lucas on the West to the property line of John Van Regensmortal on the East.

The exact location of said easement and line to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations.

Provided, however, that this right of way shall be void and of no effect unless construction hereunder is commenced on the property covered hereby on or before three years from the date hereof.

The provisions hereof shall apply to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporations respectively.

Signed, sealed and delivered on March 26, 1935

Michael Gillick L. S.

In the presence of A. F. Sedgwick

Residing at Little Britain

Ellen Gillick L. S.

State of New York

County of Orange SS

On this 26th day of March 1935

before me personally came A. F. Sedgwick with whom I am personally acquainted, and me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in Town of Cornwall, that he is personally acquainted with Michael and Ellen Gillick and knows said persons to be the persons described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said persons execute the same and that they severally duly acknowledged to him, the said subscribing witness, that they executed the same and that he thereupon subscribed his name as witness thereto.

C. D. Ewing, Notary Public

A true rec

considera
tion, and
grants and
cessors,
and across
and adjacent
of New Y

cess ther
replace,
guys, br
to the pr
pective

property
provide

Vance on
electric
fence li
location

by said
of said

effect
on or be

mentati
tions re
Signed,
In the
J. R. Ha

State
County
me per
and know
being

L. 1093-CP 131

131

Form No. 408-2 (MAY 1947)

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND NEW YORK TELEPHONE COMPANY, a domestic Corporation having its principal office (residence) at 120 WEST ST. NEW YORK N.Y. is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way in, upon, over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the

Town of NEW WINDSOR, County of ORANGE, State of New York.
Said easement and line shall extend from the property line of FRANK DISTLER on the NORTH
to SOUTHERLY direction to the property line of GEORGE STANGLEIN on the SOUTH
WINDSOR HIGHWAY

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, brutes, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.
Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 12 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the Corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove such line to such substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation AND NEW YORK TELEPHONE COMPANY shall reimburse the undersigned for any damage to his-her-its property caused solely by the said Corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporation(s) respectively.

Signed, sealed and delivered, on June 30th, 1948 Edward J. Stanglein (L. S.)
Charles M. Stanglein (L. S.)

In the presence of: Howard B. Hurvitt
Residing at: NUMBER WINDSOR HIGHWAY
NEW WINDSOR ORANGE N.Y.
Town City or Village County State

Print in number, street and city, town or village. (If no street number put "and street number" after name of street.) (Over by Acknowledgment) If no street number put "(None)"

**PREVIOUS
DOCUMENT
IN POOR
ORIGINAL
CONDITION**

In consideration of the sum of \$ 1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND The New York Telephone Company, a domestic Corporation having its principal office (residence) at 140 West Street, New York, N. Y., is hereby acknowledged, the undersigned hereby grants(s) and conveys(s) unto said corporation(s), and each of them, their respective successors, assigns and licensees, an easement and right of way 15 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the TOWN of Hammondsport, County of Orange, State of New York.

Said easement ~~shall extend to and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the~~ for the installation of a tree jay on the north side of Mt. Airy road opposite the Wooten Property.

Together with the right at all times to enter thereon and to have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove, lines of poles, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and licensees.

Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of said corporation(s), their respective successors, assigns and licensees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and fixtures or any thereof.

The exact location of said easement and lines is to be as determined by said corporation(s) having regard to the origin, general direction and destination of said lines and the requirements of said corporation(s).

Reserving unto the undersigned the right to cultivate the ground between said poles and beneath said wires and fixtures, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected within the limits of the right of way without the written consent of said corporation(s); and provided that damage to the property owned by the undersigned caused solely by said corporation(s), their respective successors, assigns or licensees, in maintaining or repairing said lines shall be adjusted at the expense of said corporation(s), their respective successors, assigns or licensees.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and licensees of the undersigned and said corporation(s) respectively.

Signed, sealed and delivered, on Aug. 27, 1937 Mrs. Margaret A. Sherrington, (L. S.)
In the presence of: Charles F. Winchell
Residing at: 1113 N. Albany Lane
Poughkeepsie
Town, City or Village County State

INDIVIDUAL ACKNOWLEDGMENT.
STATE OF NEW YORK
County of _____ } ss.
On this _____ day of _____, 19____, before me, the subscriber, personally appeared _____ to me personally known and known to me to be the individual(s) described in and who executed the foregoing instrument, and he _____ (severally) duly acknowledged to me that he _____ executed the same.

CORPORATION ACKNOWLEDGMENT.
STATE OF _____ } ss.
County of _____ } ss.
On this _____ day of _____, in the year 19____, before me personally appeared _____ to me known, who being by me duly sworn, did depose and say: that he resides at _____; that he is the _____ President of the _____ the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by this order.

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS.
STATE OF NEW YORK
County of Orange } ss.
On this 27th day of August, 1937, before me personally came Charles F. Winchell (subscribing witness) with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in Poughkeepsie, that he is personally acquainted with Margaret A. Sherrington and knows said person(s) to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said person(s) execute the same and that she _____ (severally) duly acknowledged to him, the said subscribing witness, that she _____ executed the same and that he thereupon subscribed his name as witness thereto.

Notary Public in the State of New York
Residing at Poughkeepsie, Orange Co., N. Y.
Certificate filed in Motor Vehicle Division
My Commission Expires March 28, 1938

Harriet B. Hunt
Notary Public

RIGHT OF WAY
Town NEW WINDSOR
No. 566 Village City
ANNIE A. OGBURN
TO
CHURCH E. COHR
Dated AUG 27 1937
Map
W. O. No. 34753
See between pole nos. 34753 & 34754
County Clerk's Office
Received on the 27th day of Oct, 1937
at 9 M. A. M. Recorded in
Book No. 1529 of Deeds
on page 119 and examined.
A. E. Schumacher
Leave this space for Recording Office
CL
Fe
CL
RECORD AND RETURN TO
CENTRAL HUDSON GAS & ELEC. CORP.
South Road, Poughkeepsie, N. Y.

1527 REC 119

Margaret A. Doering

to

Charles Marecek &
Jean Marecek, husband & wife

FCW Deed

Dated: September 21, 1960

Ack.: September 21, 1960

Rec.: September 22, 1960

Cons.: \$10.00

Liber 1567 Cp. 252

COVENANTS & RESTRICTIONS:

This conveyance is subject to the following restrictions:

1. No parcel shall be used except for residential purposes.
2. No residence shall be erected on any parcel less than 15,000 sq. ft.
3. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently.
5. No sign of any kind shall be displayed to the public view on any parcel except one professional sign of not more than one square foot.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
7. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

LIBER 2243 PG 300

AUG 19 1986

This Indenture,

Made the 28th day of January, nineteen hundred and eighty-three.

Between

CHARLES MARACEK and JEAN MARACEK, husband and wife,
both residing at RR#2, (no number) Mt. Airy Road,
Newburgh, Orange County, New York, 12550,

parties of the first part, and

7390
LYLE COYMAN and EILEEN COYMAN, husband and wife,
both residing at (no number) Route 94 and Lakes Road,
Salisbury Mills, Orange County, New York, 12577,

parties of the second part:

Witnesseth, that the parties of the first part, in consideration of
-----TEN and 00/100-----Dollars,
lawful money of the United States, and other good and valuable consideration
paid by the parties of the second part,
do hereby grant and release unto the parties of the second part,
their heirs and assigns forever,

All that certain tract or parcel of land situate in the Town of
New Windsor, in the County of Orange and State of New York, and bounded
and described as follows:

PK
(Section Block + Lot # 514)
BEGINNING at an iron pin at the intersection of two stone walls on the division line between Walter A. Doering and his wife, Marjorie, and Frederick Fayo; thence South 81 degrees 30 minutes East 203.0 feet along said division line and wall to an iron pin set in the wall; thence South 8 degrees 30 minutes West 200.0 feet to an iron pin; thence North 81 degrees 30 minutes West 58.4 feet to an iron pin set in the wall on the East line of the Mt. Airy Road; thence North 27 degrees 28 minutes West 246.19 feet along said road line and wall to the point or place of beginning.

This conveyance is subject to the following restrictions:

1. No parcel shall be used except for residential purposes.
2. No residence shall be erected on any parcel less than 15,000 sq. ft.
3. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently.
5. No sign of any kind shall be displayed to the public view on any parcel except one professional sign of not more than one square foot.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
7. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SUBJECT to an easement of record from Margaret A. Doering to Central Hudson Gas & Electric Corporation dated August 27, 1959, and recorded in the Orange County Clerk's Office on October 28, 1959, in Liber 1527 of Deeds at Page 119.

Deed.

CHARLES MARACEK and
JEAN MARACEK, husband and
wife,

TO

LYLE COYMAN and
EILEEN COYMAN, husband and
wife.

Dated, January 28th, 1983.

Record & Return to:
PATRICK J. BOYLE, ESQ.
154 Main Street
Goshen, New York, 10924

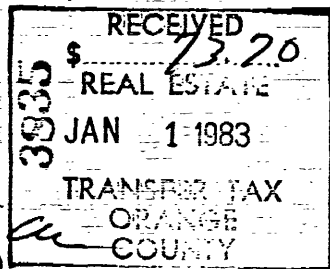
DANIEL J. BLOOM
PETER E. BLOOM
ATTORNEYS AT LAW

ROUTE 94
POST OFFICE BOX 477
VALENTINE GATE, NEW YORK 12584

OFFICE 914 561-6920
D. J. B. 914 534-7005
P. E. B. 914 561-5905

CT1

LIBRARY
PAGE 333



Orange County Clerk's Office, S.S.
Recorded on the 31st day
of Jan. 1983 at 4:09
o'clock P.M. in Liber 2243
Deeds at page 356

and Examined.
Marion S. Murphy
Clerk

BEING the same premises as described in that certain deed dated September 21, 1960, made by Margaret A. Doering to Charles Maracek and Jean Maracek, husband and wife, the grantors herein, and recorded in the Orange County Clerk's Office on September 22, 1960 in Liber 1567 of Deeds at Page 252.

Said premises are also described in accordance with a survey made by Robert D. DeLaney, P.L.S., dated January 21, 1983, as follows:

ALL that certain tract or parcel of land situate in the Town of New Windsor, in the County of Orange and State of New York, and bounded and described as follows:

BEGINNING at an iron pin at the intersection of two stone walls on the division line between Walter A. Doering and his wife, Marjorie, and Frederick Fayo; thence South 81 degrees 30 minutes East 203.0 feet along said division line and wall to an iron pin set in the wall; thence South 8 degrees 30 minutes West 200.0 feet to an iron pin; thence North 81 degrees 30 minutes West 58.4 feet to an iron pin set in the wall on the East line of the Mt. Airy Road; thence North 27 degrees 22 minutes West 246.79 feet along said road line and wall to the point or place of beginning. Containing 0.601 acres of land.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to the said premises.

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

And the said parties of the first part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever except as hereinabove set forth.

And The grantors, in compliance with Section 13 of the Lien Law, covenant as follows: That they will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that they will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hand and seals the day and year first above written

In the Presence of:

Charles Maracek
CHARLES MARACEK

L.S.

Jean Maracek
JEAN MARACEK

L.S.

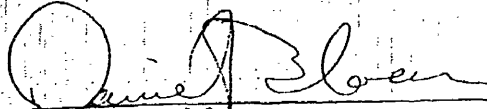
State of New York, County of Orange

SS.:

On the 28th day of January, nineteen hundred and eighty-three, before me personally came CHARLES MARACEK and JEAN MARACEK

, to me known to be the individual s described in, and who executed, the foregoing instrument, and acknowledged that they executed the same.

R+R to
Padrick Boyle
154 Main Street
Goshen New York
10924


Notary Public

DANIEL J. BLOOM
Notary Public, State of New York
Residing in Orange County
Commission Expires March 31, 1923